

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 28th day of December, 2010 between the Board of Trustees of Sussex County Community College (the "Board") and Paul Mazur, D.P.A. (the "President").

WITNESSETH

WHEREAS, the Sussex County Community College (the "College") is established pursuant to N.J.S.A. 18A:64A-3 as a public community college; and

WHEREAS, the Board pursuant to its authority under N.J.S.A. 18A:64A-12 desires to hire Paul Mazur, D.P.A. to serve as the President and Chief Executive Officer of the College under the supervision and direction of the Board, and pursuant to such policies, procedures, and practices as the Board has adopted and may modify from time to time;

NOW THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereby agree as follows:

1. Employment. The College shall employ President, and President accepts employment with the College as of the Effective Date, upon the terms and conditions set forth in this Agreement for the period beginning on the Effective Date and ending as provided in paragraph 6 hereof (the "Employment Period").

2. Term. This Agreement shall apply to the employment of the President by the College for a term of three years, commencing February 14, 2011 with the contract anniversary date of July 1, 2011.

3. Employment At Will. At all times during the Employment Period, President shall be an at-will employee whose employment may be terminated with or without cause.

4. Position and Duties.

(a) During the Employment Period, President shall have the normal duties, responsibilities and authority of a President and CEO serving in such position with such duties and responsibilities as outlined in Exhibit A attached hereto and incorporated herein, subject to the power of the Board to expand or limit such duties, responsibilities and authority, either generally or in specific instances. The President's other duties shall be such as the Board may from time to time reasonably direct, including normal duties as an officer of the College.

(b) During the Employment Period, the President shall report only to the Board during his term of employment, as defined herein.


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(c) During the Employment Period, President shall devote President's best efforts and President's full business time and attention to the business and affairs of the College. President shall perform President's duties and responsibilities to the best of President's abilities in a diligent, trustworthy, businesslike and efficient manner.

(d) During the Employment Period, President shall serve as an ex-officio member of the Board, but shall not have the right to vote on official matters with the Board. President acknowledges and agrees that he shall act in conformance with the Open Public Meetings Act while serving as an ex-officio member of the Board.

(e) The parties acknowledge and agree that the College has determined that in order to best promote the objectives of the College the President should be a resident of Sussex County, who presently is not a resident of Sussex County, and shall have one hundred ninety five (195) days from the execution of this Agreement to become a resident of Sussex County or may result in a termination for cause. The President agrees that once he has become a resident of Sussex County, he shall remain a resident of Sussex County during the Employment Period.

5. Compensation and Benefits.


(a) Base Salary. The College agrees to pay President a salary during the Employment Period in installments based on the College's practices as may be in effect from time to time. President's initial salary shall be at the rate of \$156,200 per year (the "Salary"). The Board shall review President's salary on an annual basis and subject to satisfactory performance may, in its sole discretion, increase it. Such increases to base salary shall be reflected on July 1st of each year and if awarded shall not be less than the Consumer Price Index plus ½ of 1 percent.

(b) Standard Benefits Package. President shall be entitled during the Employment Period to participate in the College's Standard Benefits Package on the same basis as other professional staff employees of the College. The College's "Standard Benefits Package" means those benefits (currently including health, dental, and other benefits, net of employee contributions as adjusted from time to time) for which substantially all of the professional staff employees of the College are from time to time generally eligible, as determined from time to time by the Board.

(c) Paid Leave. During the Employment Period, President shall be entitled to:

(1) Vacation – Twenty-two (22) days annually, exclusive of Saturdays, Sundays and legal holidays. The accrual and carry-over of vacation days shall be governed by College Policy, which the College may modify from time to time.


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(2) Sick Leave – Twelve (12) days annually, unused sick leave may accumulate for use in subsequent years, subject to college policy in effect from time to time.

(3) Personal Leave Time – Three (3) non-accumulative personal days annually

(d) Pension. President is required to participate in the Alternate Benefit Program to the same extent as other full-time professional employees. The President's required employee contribution through salary withholding is currently 5.0% of his annual Base Salary. The College shall contribute 8.0% of the President's annual Base Salary (or any other amount set by the Division of Pension and Benefits) directly to the plan.


(e) Indemnification. With respect to President's acts or failures to act during the Employment Period in President's capacity as a director, officer, President or agent of the College, President shall be entitled to liability insurance coverage on the same basis as other directors and officers of the College.

(f) Usage of College's Car. The President shall have the exclusive use of any vehicle purchased or leased by the College for the use of the President. President shall not be obligated to pay any of the expenses associated with the use or maintenance of such vehicle, except President shall be solely responsible for the cost of gasoline and any parking tickets or moving violations associated with the operation of such vehicle during personal usage. President shall also be responsible for the payment of any tolls incurred while operating such vehicle, provided, that President may seek reimbursement for any tolls incurred in the performance of his duties or in connection with the business of the College. President shall also be solely responsible for any taxes that may be due as a result of reportable income under the IRS regulations for the use of the vehicle for personal reasons during non-business hours. No other person aside from the President may operate such vehicle, unless prior approval is granted by the Board and such person secures the appropriate personal injury and property damage automobile insurance. In the event that the automobile is operated by any person without approval by the Board, President shall be solely liable for all damage to and damages caused by such operation. This is not to preclude any college employee or Trustee at the President's direction to operate the vehicle providing the college's auto insurance policy covers such individual(s).

(g) Other Equipment. The President shall have the exclusive use of a mobile telephone and laptop computer to be purchased or leased by the College for the use of the President in performance of his duties and responsibilities.

(h) Moving Allowance. A one time moving allowance reimbursement, not to exceed \$10,000, will be paid to the President upon moving to Sussex County so long as the move occurs no later than July 15, 2011.


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(i) Housing Allowance. The College shall provide the President with an annual housing allowance in the amount of \$12,000, payable in equal monthly installments starting in July 2011.

(j) Professional and Subscription fees. The President shall submit a budget for such fees, on an annual basis for approval by the Board. Once the annual College budget is approved, the President shall submit a monthly expense report for review by the Board. Unless prior approval is granted by the Board, the President shall not be entitled to reimbursement of any amounts in excess of the approved annual budget.

(k) Expenses. The College shall reimburse the President or otherwise provide for or pay for all reasonable expenses incurred by the President in furtherance of, or in connection with, the business of the College, including, but not by way of limitation, educational seminars, industry conventions, automobile and traveling expenses, and all reasonable entertainment expenses, subject to such reasonable documentation and other limitations as may be established by the Board. If such expenses are paid in the first instance by the President, the College shall reimburse the President theretofore. The President shall submit a budget for expenses, including reasonable entertainment expenses, on an annual basis for approval by the Board. Once the annual budget is approved, President shall submit a monthly expense report for review by the Board. Unless prior approval is granted by the Board, the President shall not be entitled to reimbursement of any amounts in excess of the approved annual budget.

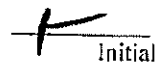
(l) Annual Physical. The College shall satisfy, by direct payment or reimbursement, to the physician (s) of the President's choice the medical fee required to undergo an annual comprehensive medical and mental examination. Said examination shall include a report issued to the Trustee Chairperson by the examining physician or medical entity conducting same, setting forth any negative findings, only as related to the ability to perform responsibilities of President as governed by the requirements of this contract and Exhibit A attached, resulting from said annual examination. Information contained with said medical report shall not be released to any third parties without prior written authorization by the President and such release shall comply with any provisions of the Americans with Disabilities Act of 1990 and the New Jersey Laws Against Discrimination.

6. Employment Period.

(a) Except as hereinafter provided, the Employment Period shall continue until, and shall end upon June 30, 2014, which is the stated third anniversary date, subject to annual review by the Board. Annual review by the Board shall mean a determination and resolution of the Board that the performance of the President has met the requirements and standards of the Board and this Agreement.

(b) Prior to the third anniversary of the Effective Date, unless the Employment Period shall have ended pursuant to subparagraph 6(c) below and if the Board is desirous of continuing the employment of the President, the Board and the


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President may enter into negotiations for a renewed agreement ("Renewed Agreement"). If upon the third anniversary as stated in paragraph 6(a) above, a Renewed Agreement has not been executed by the parties, then the President's employment shall be terminated unless the Board, by resolution, has announced its intentions to continue the President's employment and extend the deadline for the execution of a Renewed Agreement.

(c) Notwithstanding (a) or (b) above, the Employment Period shall end early upon the first to occur of any of the following events:

- (1) President's death;
- (2) Termination For Cause;
- (3) Termination Without Cause; or
- (4) Voluntary Termination.


7. Post-Employment Payments.

(a) At the end of President's employment for any reason, President shall cease to have any rights to salary, expense reimbursements or other benefits, except that President shall be entitled to (i) any Base Salary which has accrued but is unpaid, any reimbursable expenses which have been incurred but are unpaid, and any accrued but unused vacation and/or sick days as set forth in the College's leave policies as of the end of the Employment Period, (ii) any plan benefits which by their terms extend beyond termination of President's employment (but only to the extent provided in any benefit plan in which President has participated as the President of the College) and (iii) any pension benefits to which President is entitled under state law. In addition, President shall be entitled to the amounts described in subparagraph 5(b), in the circumstance described in said subparagraph (b).

(b) If the Employment Period ends early pursuant to paragraph 6 on account of a Termination Without Cause, in addition to the payments set forth in subparagraph 5(a), the President shall be entitled to Severance Pay. Severance Pay shall be paid in accordance with the following schedule and requirements:

- (1) Termination Without Cause prior to first anniversary of Agreement: Four weeks of Base Salary, less applicable withholdings.
- (2) Termination Without Cause after the first anniversary but prior to the second anniversary of Agreement: Eight weeks of Base Salary, less applicable withholdings.
- (3) Termination Without Cause after the second anniversary but prior to the third anniversary: Twelve weeks of Base Salary, less applicable withholdings.


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(c) Severance Pay shall not be paid in a lump sum but rather the College shall pay President Severance Pay, subject to applicable taxes and other withholdings, in accordance with the College's normal payroll practices until all sums due are paid.

(d) President shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise.

(e) President shall not be entitled Severance Pay if termination of employment is for any reason other than Termination Without Cause.

8. Performance

(a) Annually the Board of Trustees and the President will establish and agree upon the President's goals for the forthcoming academic year.

(b) Upon completion of each academic year and within ninety (90) days of year end the Board of Trustees will prepare and present to the President an evaluation of it's assessment of the President's performance during the prior academic year.

(c) Upon receipt and review by the President, the Board of Trustees and the President will meet and have a dialogue regarding the evaluation. Such dialogue will be documented with the results and future recommendations acknowledged by both parties.


9. Release.

Notwithstanding anything herein to the contrary, the College shall not be obligated to make any payment under subparagraph 7(b) hereof unless (i) President executes a release of all current or future, known or unknown, claims of President arising on or before the date of the release under this Agreement (other than any such claims of President under subparagraphs 7(a) and 7(b) hereof) or otherwise with respect to President's employment by the College, against the College and its subsidiaries and/or the directors, officers, Presidents and affiliates of any of them, in a form approved by the College and (ii) President does not revoke such release during any applicable revocation period.

10. Definitions.

(a) "Termination For Cause" means the termination of President's employment with the College or any subsidiary thereof as a result of (i) the commission by President of a felony or a fraud, (ii) conduct by President that brings the College into public disgrace or disrepute, (iii) gross negligence or gross misconduct by President with respect to the College, (iv) President's abandonment of President's employment with the College, (v) President's insubordination or failure to follow the reasonable directions of the Board, which is not cured within three days after written notice thereof to President,


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(vi) President's failure to become a resident of Sussex County within 195 of the execution of the Agreement or to remain a resident of Sussex County during the Employment Period for a period of thirty (30) continuous days; (vii) President's breach of a material employment policy of the College, which is not cured within three days after written notice thereof to President, or (viii) any other breach by President of this Agreement or any other agreement with the College which is material and which is not cured within thirty days after written notice thereof to President.

(b) "Termination Without Cause" means the termination by the College of President's employment with the College for any reason other than a Termination for Cause and shall not include the non-renewal of the Agreement as set forth in paragraph 6(b).

(c) "Voluntary Termination" means President's termination of President's employment with the College for any reason. Voluntary termination of this agreement requires the President to provide written notice of this intent at least 90 days prior to the voluntary separation date.

(d) "Base Salary" means the amount set forth in paragraph 5(a) excluding any bonus, benefits, expenses, pension contributions or reimbursement, or other similar payments pursuant to paragraphs 5(b), (d), (f), (g), or (h).

11. Withholding of Taxes. The College may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the College may be required to withhold pursuant to any applicable law, regulation or ruling.

12. Counsel. The parties each represent that prior to the execution of this Agreement they have had a full opportunity to have this Agreement reviewed by legal counsel of their choosing. The Board and the President agree that each party shall be responsible for her/its own legal fees incurred in the review, revision and any further negotiation of this Agreement.

13. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight carrier or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

Notices to President:

Paul Mazur
c/o Sussex County Community College
One College Hill
Newton, New Jersey 07860

Notices to the College:

Chairperson, SCCC Board of Trustees
Sussex County Community College


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One College Hill
Newton, New Jersey 07860

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement will be deemed to have been given when so delivered.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid or unenforceable in any respect under any applicable law, such invalidity or unenforceability shall not affect any other provision, but this Agreement shall be reformed, construed and enforced as if such invalid or unenforceable provision had never been contained herein.

15. Complete Agreement. This Agreement embodies the complete agreement and understanding between the parties with respect to the subject matter hereof and effective as of its date supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

16. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

17. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by President, the College and their respective heirs, executors, personal representatives, successors and assigns, except that neither party may assign any rights or delegate any obligations hereunder without the prior written consent of the other party. President hereby consents to the assignment by the College of all of its rights and obligations hereunder to any successor to the College by merger or consolidation or purchase of all or substantially all of the College's assets, provided such transferee or successor assumes the liabilities of the College hereunder.

18. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal, substantive laws of the State of New Jersey. President agrees that the state courts located in the State of New Jersey shall have jurisdiction in any action, suit or proceeding against President based on or arising out of this Agreement and President hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against President; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

19. Amendment. The provisions of this Agreement may be amended only with the prior written consent of the College and President, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.


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20. Operation of Agreement. This Agreement will be binding immediately upon its execution, but, notwithstanding any provision of this Agreement to the contrary, this Agreement will not become effective or operative (and neither party will have any obligation hereunder) until the date on which the transactions contemplated by the Purchase Agreement are consummated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SUSSEX COUNTY COMMUNITY COLLEGE

Dated: December 31, 2010

A handwritten signature in black ink, appearing to read "Jacob J. Smith", written over a horizontal line.

Chairman, Board of Trustees

PAUL MAZUR, D.P.A.

Dated: Dec. 28, 2010

A handwritten signature in black ink, appearing to read "Paul Mazur", written over a horizontal line.

Paul Mazur, D.P.A.


Exhibit A


Duties and Responsibilities of President and Chief Executive Officer

The President is the Chief Executive Officer of Sussex County Community College and is responsible for all aspects of the operation of the College. Reporting to the Board of Trustees, the President is charged with developing, recommending and implementing policies necessary for the vitality of the college. Additionally, the President is charged with maintaining a positive presence in the community with Freeholders, legislators, school districts, business and other community groups. The President will provide strategic vision to assure the future of the college and will seek collaborations to promote the college and serve the needs of the community.

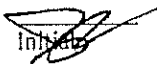
SPECIFIC RESPONSIBILITIES:

1. Provides comprehensive leadership to the College through the direction and administration of all College operations.
2. Develops and recommends policies to the Board of Trustees consistent with the mission of the college and administers all policies approved by the Board of Trustees.
3. Serves as an ex-officio member of the College Board of Trustees.
4. Maintains high standards of personal and professional integrity and ethics, and promotes such characteristics among all College staff and faculty members.
5. Executes all contracts on behalf of the college as authorized by the Board of Trustees consistent with college policy.
6. Develops, implements and monitors procedures to assure the operational well being of all components of the College.
7. Assumes responsibility for the overall fiscal and financial management and stability of the College.
8. Oversees curriculum and related academic policies and practices assuring the standards and market place viability of the college.
9. Oversees the College's physical facilities.
10. Oversees all human resources and labor relations issues.


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11. Continuously monitors the College's technology infrastructure to ensure that it is current and serves the needs of the instructional programs and the employees.
12. Promotes a comprehensive program of student services necessary for the success of students
13. Fosters and monitors student enrollment and retention.
14. Pursues educational, community and industry collaborations that support the mission of the college.
15. Ensures the College's compliance with all applicable federal, state and local laws and regulations.
16. Keeps the Board of Trustees abreast of important academic and financial issues relating to the college community.
17. Represents the College to the general public.
18. Oversees the preparation of the strategic plan and provides oversight to the College's efforts in assessment of the College's effectiveness.
19. Promotes College programs and activities and secures resources and revenues through grants and assisting Foundation activities.
20. Fosters a positive and collaborative environment on campus.
21. Provides oversight and leadership to a college wide governance structure assuring the representation of all college constituencies.
22. Performs other duties as assigned by the Board of Trustees.


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